

NUNC PRO TUNC

ASSIGNMENT

WHEREAS, effective 16 April 2000, Roger Bernard John ("Assignor"), of 56 Pentre Nicholas Village, Llanelli, SA15 2DE, United Kingdom, owns all right, title and interest in and to United States Patent Application Serial No. 10/031,249, filed October 30, 2001 (now United States Patent No. 6,718,640, issued April 13, 2004) (collectively, the "Patent Rights"); and

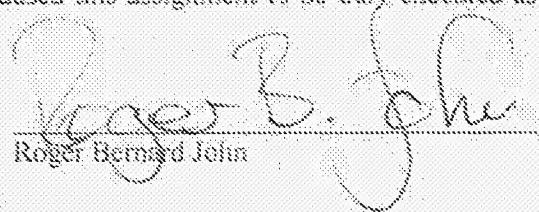
WHEREAS, Moving Edge Limited ("Assignee"), a corporation organized and existing under the laws of the United Kingdom, and having its principal offices at Challenge House, Palmersvale Business Center, Barry, Vale of Glamorgan CF63 2XA, United Kingdom, is desirous of acquiring all right, title and interest in and to said Patent Rights;

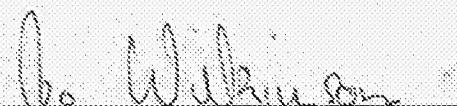
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto said Assignee, its successors and assigns, his entire right, title and interest in and to the Patent Rights, and Assignor does hereby authorize and request the Director of Patents and Trademarks to transfer said Patent Rights to the above-mentioned Assignee in accordance herewith. Assignor hereby authorizes said Assignee, its successors and assigns, or anyone it may properly designate, to transfer said Patent Rights.

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed as of the date and the year set forth herein.

Date: 9.10. , 2009

  
Roger Bernard John

  
Witness

NUNC PRO TUNC

ASSIGNMENT

WHEREAS, effective 30 June 2008, Moving Edge Limited ("Assignor"), a corporation organized and existing under the laws of the United Kingdom, and having its principal offices at Challenge House, Palmersvale Business Center, Barry, Vale of Glamorgan CF63 2XA, United Kingdom, owns all right, title and interest in and to United States Patent No. 6,718,640, issued April 13, 2004 ("Patent Rights"); and

WHEREAS, Peter Balchin ("Assignee"), an individual residing at 30, Heol Terrell, Cardiff, CF11 8BF, United Kingdom, is desirous of acquiring all right, title and interest in and to said Patent Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto said Assignee, his successors and assigns, their entire right, title and interest in and to the Patent Rights, and Assignor does hereby authorize and request the Director of Patents and Trademarks to transfer said Patent Rights to the above-mentioned Assignee in accordance herewith. Assignor hereby authorizes said Assignee, his successors and assigns, or anyone he may properly designate, to transfer said Patent Rights.

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed as of the date and the year set forth herein.

MOVING EDGE LIMITED

  
By \_\_\_\_\_

BARRIE JOHN DOWDITT  
Name

FINANCIAL DIRECTOR  
Title

9TH OCTOBER 2009  
Date

  
Witness

MARK COOKE

## ASSIGNMENT

WHEREAS, Peter Balchin ("Assignor"), an individual residing at 30, Heol Terrell, Cardiff, CF11 8BF, United Kingdom, owns all right, title and interest in and to United States Patent No. 6,718,640, issued April 13, 2004 ("Patent Rights"); and

WHEREAS, Fish & Associates, PC ("Assignee"), a corporation existing under the laws of the State of California, and having its principal office at 2603 Main Street, Suite 1000, Irvine, CA 92614, United States, is desirous of acquiring all right, title and interest in and to the Patent Rights;

NOW, THEREFORE, for a single lump sum payment of USD \$10,000 (ten thousand dollars) and payment of reasonable attorney's fees related to this assignment not to exceed USD \$1,000 (one thousand dollars), as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign and transfer unto said Assignee, its successors and assigns, his entire right, title and interest in and to the Patent Rights, and Assignor does hereby authorize and request the Director of Patents and Trademarks to transfer said Patent Rights to the above-mentioned Assignee in accordance herewith.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

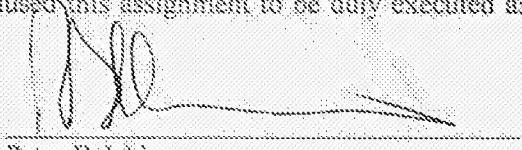
Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Patent Rights, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Patent Rights.

Assignor and Assignee each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of Assignor and Assignee and supersedes and replaces any and all pre-existing assignments or understandings between Assignor and Assignee. No amendment or modification of this assignment shall be valid or binding upon Assignor or Assignee unless made in writing and signed on behalf of each of Assignor and Assignee by their respective duly authorized representative.

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed as of the date and the year set forth herein.

Date: Oct 9 2009, 2009



Peter Balchin

Tomie Sullivan  
Witness

## ASSIGNMENT

WHEREAS, the undersigned, Fish & Associates, PC, a company doing business at 2603 Main Street, Suite 1000 – Irvine, CA 92614 US (referred to hereinafter as "ASSIGNOR") has obtained, by way of Assignment a certain invention entitled "CUTTING TOOL" for which a Letters of Patent of the United States of America was issued April 13, 2004 under patent number 6718640; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION.

WHEREAS, Spellbound Development Group, Inc., a California corporation having its principal place of business at 16902 Millikan Avenue - Irvine, CA 92606, USA (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America and its territorial possessions;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, in the United States and its territorial possessions to be obtained for said INVENTION by said application or any renewal, substitute, reissue or reexamination thereof for the full term or terms for which the same may be granted.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNOR(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR(S) and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

EXECUTED at:

Irving, CA, this 12 day of October, 2009  
City, State  
Month

By: 

Robert D. Fish  
Fish & Associates, PC  
Signature of Assignor

EXECUTED at:

Orlando, FL, this 12 day of October, 2009  
City, State  
Month

By: 

Earl Votolato, President  
Spellbound Development Group, Inc.  
Signature of Assignee